

PRIVATELY OWNED TRAFFIC SIGNAL EASEMENT AND AGREEMENT

SIGNAL LOCATION:

PROPERTY OWNER:

SIGNAL OWNERS:
(PRIVATE)

MAP NO._____

PARCEL NO._____

THIS TRAFFIC SIGNAL EASEMENT AND AGREEMENT (the "Agreement") made this _____ day of _____, _____ by and between _____ with offices at _____ (the "Property Owner") and the COUNTY OF MONROE, a municipal corporation with offices at 39 West Main Street, Rochester, New York 14614, (the "County").

WHEREAS, the Property Owner owns a parcel of land located in the _____, County of Monroe and State of New York ("City"/"Town") identified as _____ (the "Property") adjacent to a (City Street/County Road) known as _____ (the "Highway"); and

WHEREAS, the Monroe County Superintendent of Highways has approved the installation of a _____-way approach traffic signal control system (the "Traffic Signal") on the Highway at the entrance to the Property for the benefit and use of the Property by the Property Owner; and

WHEREAS, the installation, operation and maintenance of the Traffic Signal require that the Property Owner grant to the County a permanent easement for traffic signal installation, operation and maintenance upon the Property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged:

1. The Traffic Signal shall be and remain the property of the Property Owner.
2. Property Owner hereby grants to the County a permanent easement for Traffic Signal installation, operation and maintenance over a portion of the Property as shown on a map prepared

by the Property Owner and approved by the Monroe County Superintendent of Highways, a copy of which is attached hereto as Exhibit "A", and as more particularly described on Exhibit "B" attached hereto and made a part hereof, (the "Easement").

3. a) The County shall provide, at the County's sole cost and expense, minor repairs and routine maintenance of the Traffic Signal, which shall include but not be limited to bulb replacement, response to trouble calls, and temporary emergency repairs (collectively, the "Minor Repairs"). The County shall have the sole authority and discretion to operate and control the Traffic Signal and traffic signal detector loops, including but not limited to, setting Traffic Signal timings as the County reasonably deems proper.

b) The Property Owner shall be responsible for all other necessary repairs, maintenance, improvements and replacements of the Traffic Signal and related components, as determined by the County in its sole reasonable discretion, (collectively, the "Major Repairs"). The Property Owner and the County hereby acknowledge and agree that the circumstances in which the Owner shall be required to perform, or cause to have performed, Major Repairs shall include, but not be limited to (i) the failure of the Traffic Signal or any related components; (ii) the Traffic Signal is materially damaged or rendered inoperable; or (iii) the Traffic Signal requires modification or replacement because the Traffic Signal has become outdated or is no longer serviceable. The County will give written notice to the Property Owner of the need for any Major Repairs, and thereafter, if the Property Owner shall fail to promptly undertake and complete the Major Repairs or cause the Major Repairs to be undertaken and completed, with due diligence, the County may, at its option: (i) immediately deactivate the Traffic Signal; and/or (ii) close the access to the Highway at the entrance to the Property serviced by the Traffic Signal; and/or (iii) perform the Major Repairs. If the County elects to perform the Major Repairs, the Property Owner will reimburse the County for the reasonable cost of the Major Repairs within thirty (30) days after receipt of the County's invoice for the Major Repairs, and if the Property Owner shall fail to do so, the County may, in addition to the remedies set forth in (i) and (ii) above and all other legal remedies available to the County, cause the amount stated on the County's invoice to be added to the next County tax bill covering the Property. The Property Owner shall perform the Major Repairs at the Property Owner's sole expense and in accordance with all the terms and conditions of the County's Signal Permit Process as it may from time to time be amended, the Highway Work Permit obtained by Property Owner, and the plans and specifications for the Traffic Signal approved by the County, all of which are incorporated herein by reference.

c) The Property Owner shall be responsible, at the Property Owner's sole cost and expense, for all necessary repairs, maintenance, improvements and replacement of pavement striping and markings and that portion of the pavement, including asphalt and suitable base materials, lying within the area of the Easement and supporting the Traffic Signal detector loops constructed within the pavement, as needed or determined by the County in its reasonable sole discretion, (collectively the "Pavement Repairs"). The Property Owner and the County hereby acknowledge and agree that the circumstances in which the Property Owner shall be required to perform, or cause to have performed, the Pavement Repairs shall include, but not be limited to, situations in which the pavement stripping and markings and/or the pavement supporting the Traffic Signal loops has been damaged or become worn out, or requires upgrading. The County will give written notice to the Property Owner of the need for any Pavement Repairs, and thereafter, if the Property Owner shall fail to promptly undertake and complete the Pavement Repairs or cause the Pavement Repairs to be undertaken and completed, with due diligence, the County may, at the County's option: (i) immediately deactivate the Traffic Signal; and/or (ii) close the access to the highway at the entrance to the Property serviced by the Traffic Signal; and/or (iii) perform the

Pavement Repairs. If the County elects to perform the Pavement Repairs, the Property Owner will reimburse the County for the reasonable cost of Pavement Repairs within thirty (30) days after receipt of the County's invoice for the Pavement Repairs, and if the Property Owner shall fail to do so, the County may, in addition to the remedies set forth in (i) and (ii) above and all other legal remedies available to the County, cause the amount stated on the County's invoice to be added to the next County tax bill covering the Property together with reasonable attorney fees.

d) The Property Owner shall be responsible for securing, at no cost to the Property Owner, a Highway Work Permit from the Monroe County Department of Transportation, Permits Office, City Place, 50 West Main Street, Rochester, New York 14614-1231 (716-428-4819) prior to any work within the highway right-of-way.

4. a) The Property Owner hereby grants the County the right at any time to approve and authorize all necessary and required modifications, upgrades and improvements to the Traffic Signal and related components for the use and benefit of additional property owners (the "Additional Owners"). In the event such additional use is approved by the County, all associated costs of modification, upgrade and improvements shall be paid by the Additional Owners. Any Additional Owners shall assume the obligations of, and their real property enjoying access to the right of way at the Traffic Signal shall be subject to, all the terms and conditions of this Agreement, the County's Signal Permit Process as it may from time to time be amended, the Highway Work Permit obtained by the Additional Owners, and the plans and specifications for the Traffic Signal to be approved by the County.

b) The Property Owner shall share equally with the Additional Owners the cost and expense of any necessary Major Repairs commencing upon completion of any modifications, upgrades and improvements to the Traffic Signal and related components necessitated by the use of the Traffic Signal by the Additional Owners.

5. This Agreement and the Easement granted hereby shall run with the land and be binding upon and inure to the benefit of the parties, their successors and assigns. It is agreed, however, that the term "Property Owner" shall mean only the then owner of the fee interest in the Property. Upon any conveyance or transfer of the fee interest of the then Property Owner, any liability of such former Property Owner under this Agreement shall cease and the County shall look solely to such transferee owner for any liability and/or obligations hereunder.

6. a) The Property Owner, its successors, and assigns, agree to indemnify and hold harmless the County against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind, including reasonable attorney fees, which the County may suffer or be required to pay by reason of the act or omission of the Property Owner or arising out of or in connection with, directly or indirectly, this Agreement, or the Property Owner's use of the Traffic Signal, except for any damage or loss arising out of any negligent acts or willful misconduct of the County, its agents, employees or contractors or any of the Additional Owners, their respective agents, employees or contractors.

b) The County, its successors and assigns, agrees to indemnify and hold the Owner, its successors and assigns, harmless against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind, including reasonable attorney fees which the Owner may suffer or be required to pay by reason of any negligence or willful misconduct on the part

of the County, its agents, employees or contractors, arising out of or in connection with this Agreement or the Traffic Signal, except for any damage or loss arising out of any negligent acts or willful misconduct of the Owner, its agents, employees or contractors.

7. The Property Owner represents that the Property Owner owns the fee title to the Property, and that the Property Owner has full power and authority to enter into this Agreement and grant the rights and powers herein.

8. Any notices to be given hereunder shall be in writing, shall be delivered personally or by regular overnight courier service, or by certified mail, postage pre-paid, return receipt requested, addressed to the respective parties at the addresses set forth at the beginning of this Agreement, or any successor at any address which they shall give written notice thereof to the other party.

IN WITNESS WHEREOF, the Owner and the County have executed this Agreement this ____ day of _____, 20____.

PROPERTY OWNER

By: _____

Title: _____

MONROE COUNTY

By: _____
John D. Doyle

Title: **County Executive**

State of New York)
County of Monroe)ss:

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual (s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary and Stamp

State of New York)
County of Monroe)ss:

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN D. DOYLE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), as County Executive of the County of Monroe and that by his/her/their signature(s) on the instrument, by virtue of the statutes of the State of New York and in accordance with Resolution No. ____ of 20____, adopted by the Monroe County Legislature on _____, 20____, upon behalf of which he executed the instrument.

Signature of Notary and Stamp